

Amendment 46

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 46 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 5th day of June, 2009, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. Under Section 3.I-11 of the Contract, the Contractor is required to undergo a security audit by an outside firm by May 31 of each year.
- C. The Agencies have reviewed the Contractor's proposed scope for the 2009 security audit and have requested that the Contractor add certain tasks to the scope of work of its audit firm. The Contractor is willing to add the tasks provided the fee for said added work is reimbursed by the Agencies. In the interests of avoiding disputes and delays in obtaining the benefits of the added tasks, the Agencies are willing to reimburse the Contractor on non-precedential basis for the added fees due to the outside firm that will perform said added tasks.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the above Recitals and the following:

Section 1.0 Added Tasks for 2009 Security Audit

The Contractor agrees to add the following tasks to the Contractor's (Moss Adams Phase IV) scope of work to perform the 2009 Internal Security Audit of OpCo and the Disaster Recovery Center as required by Contract No. 229944. These additional tasks are as described in the Agencies' mark-up of the ERG/Moss Adams scope of work returned to ERG on April 13, 2009. In summary the additional tasks include: **a)** a security assessment of the key and encryption structure and strategy for the DESFire card, focusing primarily on the effectiveness of encryption keys and strategies to deter attack and mitigate the potential of card cloning and spoofing; **b)** a security assessment of message handling and encryption for card-reader communications, including provisions to mitigate eavesdropping on the communications between the card and reader and mitigate against "relay" attacks. This should include an identification of what information is transmitted with "clear text" (e.g. the card serial number) versus what is encrypted; and **c)** an assessment of potential security risks, impacts and mitigation for the following "what if" scenarios (paper assessment only - scenarios do not require physical testing): **Scenario 1:** A Terminal Revalue Unit (TRU) is stolen from a retailer and not reported as such; **Scenario 2:** An Onboard Fare Transaction Processor (OBFTP) is stolen from inventory without the awareness of the transit agency; **Scenario 3:** A Portable Fare Transaction Processor (PFTP) is stolen without the awareness of the transit agency; and **Scenario 4:** A legitimate ORCA card is successfully cloned. The final audit report should be delivered to the Agencies for their review and comment no later than July 10, 2009.

Section 2.0 Reimbursement of Contractor

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Original Contract

A. PARATRANSIT	\$70,476
B. VANPOOL	\$70,476

Change Order No. 1

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A. KCM RCU Conceptual Design (Not to Exceed plus reimbursable travel expenses)	\$26,795
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Change Order No. 11

WSF GAK Implementation	\$241,584
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Change Order No. 15

WSF Gate & POS Simulator	\$24,614
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Change Order No. 16

KT PFTP Implementation	
1. Phase 1 FDR through Beta Test Readiness	\$79,698
2. Phase 2 After Beta Test Readiness	\$46,683
TOTAL IMPLEMENTATION:	\$126,381

Change Order No. 18

KCM DDU Functionality when ARI enters Init Mode	\$10,985
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Change Order No. 19

KCM DDU Auto Logoff and Power Down	\$7,054
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Change Order No. 20

Beta Card Production	\$20,000
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Change Order No. 25

CST Monitors for Beta Test Developmental Units 5 CSTs @ \$800 each	\$4,000
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Change Order No. 29

Addition of Cardholder Website content to Call Center & Walk-in Center training courses and materials	\$3,675
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Change Order No. 30

Revise card graphics to include 8-digit Card Serial Number on the card	\$2,072
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Change Order No. 31

CST Functionality to override card printing requirements	\$6,637
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Change Order No. 34

Cardholder Website change to perform certain functions (items #9 through 13) in Figure II-1.1 for both Registered and Unregistered Cards	\$33,067
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Change Order No. 35

UW Card serial number placement on back of Campus Card	\$896
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Change Order No. 36

WSF Commercial Account Card requirements	\$37,815
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Change Order No. 37

Data Update Functionality	\$83,189
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Amendment No. 31

Change fare card Primary Graphics and Primary Printing requirements for Standard and Disposable Fare Cards as well as the Secondary Printing requirements for Business Account and Operator Cards.	\$2986
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Amendment No. 34

Change the Regional Reduced Fare Permit (RRFP) card front and back primary and secondary graphics.	\$5159
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Amendment No. 37

Modify the existing report, Institutional Card Status Report, to remove the first and last name fields and to add a new field to indicate if the card is "registered".	\$3750
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Change Order No. 39

Business Account Web Changes	\$9,108
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Change Order No. 36

WSF Commercial Account Card requirements	\$45,315
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Change Order No. 37

Data Update Functionality	\$83,189
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Contractor shall add tasks to the Moss Adams 2009 (Phase IV) Internal Security Audit of the OpCo and the Disaster Recovery Center as summarized in Amendment 46 Section 1.0 and described in the April 13, 2009 Agency comments on the Moss Adams Scope of Work. TOTAL	\$6,200
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Section 3.0


All other provisions of the Contract not referenced in this Amendment 46 shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: 
Its: Vice President
Date: 05/28/2009

The Agencies

By: 
Their: Contract Administrator
On behalf of the Agencies
Date: June 5, 2009